

## **TOWN OF FENWICK ISLAND, DELAWARE**

The Town of Fenwick Island will be accepting proposals for a Beach Service license to rent beach equipment (beach chairs and umbrellas) on the public beach in the Town of Fenwick Island and the State Line Beach in the unincorporated area of Fenwick Island.

The Town will be awarding only one (1) Beach Service license. The license shall be for the period beginning May 29, 2016 and ending September 10, 2018.

Bids and Proposals must be submitted on the Town of Fenwick Island Bid Proposal Form which can be obtained at the Town Manager's Office, Fenwick Island Town Hall, 800 Coastal Highway, Fenwick Island, Delaware or by calling 302-539-3011 or downloaded from the Town website under Bids / RFPs at [fenwickisland.org](http://fenwickisland.org).

Proposals must be accompanied by a certified or cashiers' check made payable to the Town of Fenwick Island in the sum of ten percent (10%) of the annual bid price. The successful bidder's ten percent (10%) shall be retained and applied toward the annual license fee.

Sealed proposals addressed to the Town Manager, Town of Fenwick Island, and clearly marked "Beach Service Proposal" shall be received at Town Hall, Fenwick Island, DE until 4:00 p.m. on Friday, March 11, 2016, at which time they will be publicly opened and read in the Town Council Meeting Room.

The Fenwick Island Town Council may, in their absolute discretion, refuse to award any beach service if it is their determination that none of the applicants or proposals are acceptable.

The Town of Fenwick Island is an Equal Opportunity Employer.

[Fenwickisland.org](http://Fenwickisland.org)

## TOWN OF FENWICK ISLAND

### BID DOCUMENTS

**Bid:** Town of Fenwick Island Beach Service

**Bid Due Date:** Friday, March 11, 2016, at 4:00 p.m.

**Bid Opening Location:** Town of Fenwick Island  
800 Coastal Highway  
Fenwick Island, Delaware 19944

The Fenwick Island Town Manager will receive sealed Bids for the requirements described in the advertised Invitation to Bid at the time and place indicated above, and at which time and place the Bids will be publicly opened and read.

### BID INSTRUCTIONS

All Bids shall be submitted in a sealed envelope endorsed with the title of "Beach Service Bid" on the lower left-hand corner of the envelope and addressed to the Town Manager, Town of Fenwick Island, 800 Coastal Highway, Fenwick Island, Delaware 19944. The Bids shall be submitted on the Town of Fenwick Island Bid Proposal Form.

All Bids should be mailed by SPECIAL DELIVERY MAIL OR DELIVERED BY HAND to the office of the Town Manager at or prior to the time set for opening. The Town Clerk will annotate the date and time of receipt of the Bid by writing this information on the sealed envelope and initialing the envelope. Any Bids received in contravention of this procedure or past the published deadline will be rejected and will not be considered.

All Bids shall be valid for a period of sixty (60) days from the time they are opened. A Bidder may withdraw the Bid after it has been submitted only if the request to do so has been submitted in writing and received by the Town prior to the time set for opening.

Wherever the term "Town Council" appears in this document or any other document related to the bidding process, please be advised that said term shall mean and refer to the Fenwick Island Town Council.

The Bidder who is awarded the contract is required to be licensed and insured in the State of Delaware.

Bid proposals must be accompanied by a cash deposit in the form of a cashier's check, which must be drawn on a solvent FDIC-insured banking institution, made payable to the Town of Fenwick Island, or a satisfactory bid bond in lieu of a cash deposit (see § 52-23 of the Fenwick Island Town Code). The amount of the cash deposit or bid bond, whichever is applicable, shall equal 10% of the annual bid price. The cash deposits or bid bonds, whichever is applicable, of unsuccessful Bidders shall be returned to the unsuccessful bidder no later than sixty (60) days following the award of the Bid.

Other insurance or bonds as required by State and/or Federal law shall be furnished by the Bidder.

Bids that are accepted by the Town Council will be formalized by utilizing a Town of Fenwick Island approved Contract.

All Bidders are hereby instructed and notified that the Town Council reserves the right to reject any or all Bids, to accept any or all items, and to waive informalities at its discretion; and that all Delaware Laws relating to competitive bidding shall be as binding as though quoted in full herein. The Town Council shall determine that a Bidder is responsible before awarding such Bidder any contract. Factors to be considered by the Town Council when making the determination of a Bidder's responsibility shall include:

- The Bidder's financial and physical status, personnel or other resources, including subcontractors.
- The Bidder's record of performance and integrity, both within and outside of the Town.
- The Bidder's criminal history and/or the criminal history of any members, principals or managers thereof.

The Town of Fenwick Island hereby notifies all Bidders that it will affirmatively ensure that, in any contract entered into pursuant to this Bid, minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex or national origin in consideration for the Notice of Award.

## **SPECIAL CONDITIONS / SCOPE OF WORK**

### **Copies of Bid Documents**

Complete sets of Bid Documents must be used in preparing Bids; the Town will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. Bid Documents consist of the following:

- Bid Instructions
- Special Conditions / Scope of Work
- Specifications
- Bid Proposal Form
- Prequalification Application

### **Examination of Contract and Beach Service Location**

It is the responsibility of each Bidder before submitting a Bid to perform the following:

- Examine the Bid Documents and Contract thoroughly;
- To become familiar with local conditions that may affect cost, progress, performance or furnishing of the work;
- Consider Federal, State and local laws and regulations that may affect costs, performance or furnishing of the work;
- Study and carefully correlate Bidder's observation with the Bid Documents and Contract; and
- Inform the Town Manager of all conflicts, errors or discrepancies in the Bid Documents and Contract.

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical condition (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time and other terms and conditions of the Bid Documents and Contract.

### **Interpretation and Addenda**

All questions about the meaning or intent of the Bid Documents and/or Contract are to be directed to the Town Manager. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Town as having received Bid Documents. Questions received less than five (5) days prior to the date of opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the Bid Documents as deemed advisable by the Town Manager. The Bid shall contain an acknowledgement of all Addenda (if any).

**Award of Contract**

In evaluating the Bid, the Town will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and other data as may be requested in the Bid Form or prior to the Notice of Award.

The Town Manager may conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Bid Documents and draft Contract to the Town's satisfaction within the prescribed time.

**Insurance**

Each Concessionaire to whom the Contract is awarded shall purchase insurance for Workers' Compensation, comprehensive general liability including, bodily injury, property damage and liability for products / completed operations and shall hold the Town and its agents harmless against any claim or loss whatsoever arising out of negligence or misconduct on the part of the Concessionaire, his agents, contractors or employees as specified in the Bid Documents.

**Scope of Work**

The scope of work within the Contract shall require the Concessionaire to provide Beach Service from Lewes Street in the Town of Fenwick Island to Fenwick Avenue in Sussex County, Delaware. The Concessionaire shall be required to be licensed and insured in the State of Delaware. Any required State, County, and Health Department permits and/or licenses are the responsibility of the Concessionaire. The Concessionaire shall be required to provide Beach Service to the public from 10:00 a.m. to 5:00 p.m. daily from Memorial Day Weekend Saturday through the next Sunday in September after Labor Day.

## SPECIFICATIONS

The Town of Fenwick Island shall grant the Concessionaire the exclusive right to establish and operate a Beach Service on the Beach within the corporate limits of the Town of Fenwick Island, Delaware to Fenwick Avenue in Sussex County, Delaware. The following items can be offered for rental under the Contract:

- Beach chairs
- Beach umbrellas

No food and/or beverages are allowed to be offered for sale under the Contract. Sale or rental of any other items shall be in accordance with the Fenwick Island Town Code or approved by the Town Manager.

The right to establish and operate the Beach Service does not preclude the use of the area described herein by persons providing their own items for their own use.

### **Storage Boxes**

Storage boxes are allowed for all Beach Service equipment awarded under the Contract. No more than eight (8) storage boxes will be allowed on the Beach unless otherwise approved by the Town. The dimension of the boxes is as follows:

- Four (4) feet high x four (4) feet wide x eight (8) feet long
  - The boxes are to be painted a tan or sand color and the location and placement are to be approved by the Town Manager. No other storage boxes, buildings or storage units are allowed on the Beach unless specifically approved by the Town Manager.

All attendants, personnel and employees who are employed in connection with the Beach Service operated by the Concessionaire shall be responsible directly to the Concessionaire and shall in no case be deemed to be employees, agents, sub-agents of or to have any relation whatsoever to the Town of Fenwick Island. All said attendants, personnel and employees shall perform their duties in a courteous and competent manner.

The Concessionaire shall comply with all Federal, State, and Local laws and regulations governing the conduct of the personnel and the management of the concession operated under the Contract. Concessionaire shall obtain all Federal and State licenses and permits necessary to provide for the service described herein. Concessionaire shall obtain a business license from the Town before the first day of operation.

The Concessionaire shall indemnify and does hereby indemnify and save harmless the Town, Town Council, and their agents and employees from any and all claims that might be made or filed against the Town, Town Council, and/or their agents or employees for injury, illness, damage and/or other liability whatsoever to any person or person's property which may be caused by or from the operation of said Beach Service by the Concessionaire, its agents or employees, or any of the equipment operated in connection with the Beach Service.

The Town will not be held responsible for theft, damage or vandalism to any of the equipment used in conjunction with the Beach Service.

No part of the rights granted herein may be assigned, subleased or otherwise delegated without the written consent of the Town of Fenwick Island.

If the Concessionaire shall fail to comply with any of the terms described in the Contract to the satisfaction of the Town, the privileges, rights and concessions granted thereunder may be terminated by the Town with three (3) days' notice. After said three (3) days' notice, Concessionaire shall vacate the Beach located in the Town of Fenwick Island and cease all activity relating to its Beach Service and remove any and all equipment and debris. If the Concessionaire fails to do so, the Town shall remove any equipment and/or debris and shall charge all expenses incurred by the Town, including reasonable attorneys' fees (if any), against and to the Concessionaire. All debt incurred by the Town is to be paid promptly.

# TOWN OF FENWICK ISLAND

## BID PROPOSAL FORM

Please read and execute the **BID PROPOSAL FORM**.

By signing below, I hereby acknowledge that I have read the Instructions to Bidders, Special Conditions / Scope of Work and Specifications for the provision of the Beach Service and propose to furnish the Beach Service in accordance with the following specifications and as follows:

Obligations of Concessionaire in performing the work for which this proposal is submitted:

- ☐ Maintain and keep in force such insurance as will protect Concessionaire from claims under Workers' Compensation Acts and also such other insurance as will protect the Concessionaire and the Town from claims for damages for personal injuries, including death, which may arise in connection with Concessionaire's work.
- ☐ Furnish the Town of Fenwick Island with certificates evidencing Workers' Compensation insurance and comprehensive general liability insurance, with companies and amounts as approved by the Town. Such comprehensive general liability insurance shall include, but not be limited to: (1) bodily injury liability, (2) property damage liability that specifically provides for insurance on underground hazards, and (3) liability for products/ completed operations.

The following minimum general liability insurance must be maintained for the performance of the work for which this proposal is being made:

Bodily Injury and Property Damage Liability:	Limit - \$1,000,000 /
Combined Single Limit	
Products and Completed Single Operations:	Limit - \$1,000,000 /
Combined Single Limit	

- ☐ Concessionaire shall give the Town of Fenwick Island ten (10) days' notice if any of the insurance evidenced by the certificates submitted with this proposal or pertaining thereto is reduced or terminated.
- ☐ Certificates of insurance are to be furnished with this proposal.
- ☐ Concessionaire agrees to be solely responsible for his/her employees' safety while working for the Town. The Town reserves the right to inspect for safety violations of the Occupational Safety and Health Act of 1970 and any subsequent amendment; and if found in violation, the work will cease until the necessary corrections are made.
- ☐ Concessionaire agrees to hold the Town harmless from any and all liabilities arising out of any accidents or injuries while performing work for the Town.
- ☐ Concessionaire shall maintain Liability and Workers' Compensation Insurance policies with the amount approved by the Town.



**The Concessionaire shall submit the following Bid for Beach Service:**

\$ \_\_\_\_\_

- ☐ The first payment of one half of the amount bid for each year is payable to the Town of Fenwick Island on June 20, 2016, no later than 4:00 p.m. The remainder of the Bid is due on July 29, 2016, no later than 4:00 p.m.
- ☐ Concessionaire agrees to furnish labor and equipment complete in accordance with the above provisions and specifications for the sums indicated. Proposals may be withdrawn by Concessionaire if not accepted by the Town within thirty (30) days. Upon Notice of an Award, the Concessionaire shall commence work on Saturday, May 29, 2016, at 10 a.m. through Sunday, September 18, 2016, at 5:00 p.m., subject to supervision and inspection by the Town Manager.
- ☐ The Contract entered into between the Town and the Concessionaire (should the Concessionaire be the successful Bidder) may NOT be assigned to any third-party Concessionaire.

\_\_\_\_\_  
Concessionaire Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Acknowledgment of all Addenda (if any)

TOWN OF FENWICK ISLAND

PREQUALIFICATION APPLICATION

FAILURE TO COMPLETE THIS FORM OR ANY PORTION THEREOF MAY RESULT IN THE BID BEING DEEMED INCOMPLETE AND, ACCORDINGLY, YOUR BID MAY BE REJECTED.

In completing the informational questions below, if additional space is needed, attachments to this form are acceptable, provided the additional information is identified by question number and the attachment is stapled hereto. The form may be modified to insert answers, but all questions and requested information must be completed and unchanged.

BIDDER'S ORGANIZATIONAL STATUS (check one):

☐ CORPORATION

☐ INDIVIDUAL

☐ PARTNERSHIP

☐ OTHER (SPECIFY)

Name of Organization \_\_\_\_\_  
(Or Individual)

Business Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Business Phone \_\_\_\_\_ Name of Contact \_\_\_\_\_

Organized Date \_\_\_\_\_ Business Purpose \_\_\_\_\_

Present Employment \_\_\_\_\_

If a Corporation: List below the names and addresses of corporate officers and amount of stock owned by each, either legally or equitably. Also, indicate where incorporated and if qualified to do business in the State of Delaware.

If a Partnership, Individual or Other non-corporate Entity: List below the names and addresses of all persons having any financial interest in the organization.

## EXPERIENCE QUESTIONNAIRE

1. List chronologically other similar businesses presently operated by the organization, or by persons having management control of the operation. Include addresses.
2. State the experience, qualifications and background of all persons having management control of the organization in a similar business.
3. Will you be engaged in any other business or employment in addition to that for which you are bidding? If so, state the nature and location.
4. Have you examined the Town of Fenwick Island Beach and existing facilities to be furnished by the Town?
5. For your record keeping:
  - A. Will you use a public accountant?
  - B. If not, who will keep your records?
  - C. Will you use a general ledger?
  - D. If not, explain your bookkeeping system?
7. Give a description in detail of your plan of operation:
  - A. Personnel:
    - (1) List full time employees, position titles and average numbers of hours per position.
    - (2) List part time employees, position titles and average number of hours per position.
    - (3) List name (if known), experience and qualifications of your proposed manager.
  - B. List below any items you will offer for rent (chairs and umbrellas), including size, approximate quantities and approximate initial rental prices (attach additional sheets if necessary).

C. Describe below how you will market the Beach Service.

D. Explain the organization's experience in and plans for ensuring: quality customer service, cleanliness of facilities and equipment, and maintenance of facilities and equipment. Include examples and a preventive maintenance plan, if applicable.

E. List any training the organization's employees receive relative to the jobs they perform and the clientele they serve.

8. Have you ever been bonded?

Have you ever been refused a bond?

Please name of bonding company that has written a surety bond for you.

Name of Bonding Company	Address	Amount
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Name of company (or bank) that will write a surety bond (or letter of credit) for you.

9. List two (2) credit references:

Name	Address	Phone Number
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10. List two (2) professional references:

Name	Address	Phone Number
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11. Liens, Suits, Judgments, Defaults and Contingent Liabilities.

A. Have you (or any corporation, partnership or other entity under your control) ever been adjudicated as bankrupt?

- B. Have you (or any corporation, partnership or other entity under your control) ever failed to fulfill the requirements of a lease or contract?
  - C. Are there any judgments, suits or claims (civil or criminal) pending against you (or any corporation, partnership or any other entity under your control)?
  - D. Are you (or any corporation, partnership or other entity under your control) acting as endorser for others on their notes or accounts? (If answer is yes, you must include this amount as a contingent liability on your financial statement.)
  - E. Explain fully any affirmative answers to Question 11.
12. You may, if you desire, provide a narrative that would include anything you feel might assist the Town of Fenwick Island in evaluating your experience, finances or plan of operation.

The subscriber of this questionnaire guarantees the truth and accuracy of all statements and of all answers to questions herein made. The Town of Fenwick Island is authorized to make any inquiries deemed necessary to verify the accuracy of the information herein, including but not limited to, procuring consumer reports from consumer reporting agencies, obtaining a criminal background check, obtaining credit information from financial institutions and extenders of credit, present and past employers and references.

\_\_\_\_\_  
Signature of Bidder

State of \_\_\_\_\_):SS

County of \_\_\_\_\_)

Personally appeared before me the above \_\_\_\_\_  
who swore to the truth of the above statement and subscribed to it before me a Notary Public this  
day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

The subscriber of this questionnaire guarantees the truth and accuracy of all statements and of all answers to questions herein made. The Town of Fenwick Island is authorized to make any inquiries deemed necessary to verify the accuracy of the information herein, including but not limited to, procuring consumer reports from consumer reporting agencies, obtaining a criminal background check, obtaining credit information from financial institutions and extenders of credit, present and past employers and references.

\_\_\_\_\_  
Signature of Bidder

State of \_\_\_\_\_):SS

County of \_\_\_\_\_)

Personally appeared before me the above \_\_\_\_\_  
who swore to the truth of the above statement and subscribed to it before me a Notary Public this  
day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: